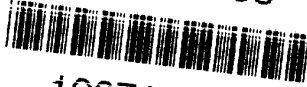
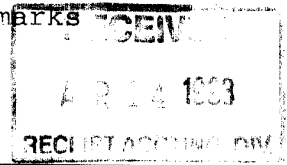


05-14-1998



Form for Trademarks

100710360
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Van Camp Seafood Company, Inc.

Execution Date
Month Day Year
080697

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DE

Receiving Party

Mark if additional names of receiving parties attached

Name Tri-Union Seafoods, LLC

DBA/AKATA Chicken of the Sea International

Composed of _____

Address (line 1) 4510 Executive Drive

Address (line 2) Suite 300

Address (line 3) San Diego

CA

92121-3029

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other Limited Liability Company

Citizenship/State of Incorporation/Organization CA

05/12/1998 TT0N11 00000120 012520 600458

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 675.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1724 FRAME: 0747

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="600 458"/>	<input type="text" value="1 760 092"/>	<input type="text" value="1 680 506"/>
<input type="text" value="1 675 996"/>	<input type="text" value="97 192"/>	<input type="text" value="621 869"/>
<input type="text" value="1 705 226"/>	<input type="text" value="836 396"/>	<input type="text" value="1 013 619"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James L. Bikoff

Name of Person Signing

Signature

April 14, 1998

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1 014 206	1 554 900	355 106
1 738 500	1 403 305	376 405
1 861 068	1 377 029	674 283
1 770 236	836 398	784 541
1 813 888	666 647	784 542
530 541	132 275	
1 820 044	357 910	

TRADEMARK ASSIGNMENT

This assignment agreement is entered into as of August 6, 1997, by and between Van Camp Seafood Company, Inc., a Delaware corporation ("VAN CAMP") having its principal place of business at 4510 Executive Drive, Suite 300, San Diego, CA 92121-3029, and Tri-Union Seafoods, LLC, doing business as Chicken of the Sea International, a California limited liability company ("TRI-UNION") located at 4510 Executive Drive, Suite 300, San Diego, California 92121-3029.

WHEREAS VAN CAMP has adopted, used and owns the following trademarks, for which it also owns the following identified Federal Registrations, copies of which are attached hereto as Exhibits 1-28, on the Principal Register of the United States Patent and Trademark Office, for the goods/services identified therein (hereinafter "the Marks"):

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
CATALINA Class 29-Canned fish	600,458	1/4/55
CHICKEN OF THE SEA Class 29 - clams, crab meat, oysters and shrimp	1,675,996	2/18/92
CHICKEN OF THE SEA Class 29 - Mackerel	1,705,226	8/04/92
CHICKEN OF THE SEA Class 29 - Mackerel	1,760,092	3/23/93
CHICKEN OF THE SEA Class 29-Canned tuna fish	97,192	5/19/14
CHICKEN OF THE SEA Class 29-Seafood products, specifically canned salmon	836,396	10/3/67
CHICKEN OF THE SEA AND DESIGN Class 29 - clams, crab meat, oysters and shrimp	1,680,506	3/24/92
CHICKEN OF THE SEA AND LOGO Class 29-Canned oysters, oyster stew and frozen tuna pie	621,869	2/21/56

CHICKEN OF THE SEA Class 29-Tuna fish and frozen shrimp	1,013,619	6/17/75
CHICKEN OF THE SEA AND OVAL DESIGN Class 29-Tuna fish and frozen shrimp	1,014,206	6/24/75
CHICKEN OF THE SEA AND DESIGN Class 29 - Canned tuna	1,738,500	12/8/92
FOODSERVICE PACK AND DESIGN Class 29 - Canned tuna	1,861,068	11/1/94
GENOVA Class 29 - Canned tuna	1,770,236	5/11/93
GENOVA Class 29 - Processed mushrooms	1,813,888	12/28/93
GENOVA Class 29 - Canned tuna	530,541	9/12/50
GENOVA MUSHROOMS Class 29 - Processed mushrooms	1,820,044	02/08/94
GREATCATCH Class 29 - Albacore tuna entree	1,554,900	9/5/89
LITE CHICKEN OF THE SEA BRAND AND DESIGN Class 29 - Canned tuna	1,403,305	7/29/86
LITE CHICKEN OF THE SEA BRAND AND DESIGN Class 29	1,377,029	7/29/86
MERMAID DESIGN Class 29 - Seafood products, specifically canned salmon	836,398	10/3/67

MERMAID DESIGN Class 29 - Canned tuna fish	666,647	9/2/58
MISSION DESIGN Class 29 - Canned tuna fish	132,275	6/15/20
SEA-PEP Class 10 - Fertilizers	357,910	06/21/38
SEA-PEP Class 18 - Vitamin potent concentrate for use in supplying nutrition and vitamin elements	355,106	3/8/38
SEA-PEP DESIGN Class 18 - Fish oil and meal	376,405	3/26/40
VAN CAMP'S Class 29 - Canned fish	674,288	2/17/59
WHITE STAR Class 29 - Canned fish	784,541	2/2/65
WHITE STAR AND DESIGN Class 29 - Canned fish	784,542	2/2/65

WHEREAS VAN CAMP desires to transfer to TRI-UNION all rights, title, interests and goodwill in and to the Marks; and

WHEREAS, TRI-UNION desires to acquire all rights, title and interests in and to the Marks, including all of the good will associated with and/or symbolized by the Marks; and

WHEREAS, VAN CAMP and TRI-UNION are parties to that certain Asset Purchase Agreement, dated as of April 14, 1997, (as amended, the "Asset Purchase Agreement"), pursuant to which VAN CAMP agreed to sell substantially all of its assets, including without limitation, all right, title and interest in the Marks (collectively, the "Assets"), to TRI-UNION; and

WHEREAS, the Asset Purchase Agreement was approved by the United States Bankruptcy Court for the Southern District of California (the "Bankruptcy Court") pursuant to an order dated July 10, 1997 (the "Sale Order"); and

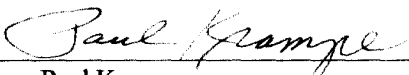
WHEREAS, the sale of the Assets to TRI-UNION closed on August 6, 1997; and

WHEREAS, rights and obligations of the parties with respect to the transfer of the Marks are governed by the Asset Purchase Agreement and the Sale Order;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VAN CAMP hereby assigns and transfers the Marks to TRI-UNION as follows:

1. VAN CAMP hereby assigns, and transfers to TRI-UNION, its successors and assigns, all rights, title, and interests in and to the Marks, including all common law rights, together with all of the goodwill associated with and/or symbolized by the Marks.
2. VAN CAMP hereby assigns to TRI-UNION all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in TRI-UNION's own name.
3. VAN CAMP represents and warrants that it will cooperate in any actions necessary for TRI-UNION to prosecute, renew or register its rights, title and interests in and to the Marks, including United States and foreign registrations, and to cooperate in any actions brought to enforce the rights accompanying this assignment against third parties.

VAN CAMP SEAFOOD COMPANY, INC.

By: 
Name: Paul Krampe
Title: President and Secretary

